

LESSEE

NAME: METRO (Municipality of Metropolitan Seattle)

FIELD ADDRESS: 9220 E. Marginal Way South

ADDRESS: Mat Harris (Right-of-Way Agent)

CONTACT: 821 Second Avenue  
Seattle, WA 98104

PHONE: 684-1371

TYPE OF AGREEMENT: LEASE \_\_\_\_\_ MONTH-TO-MONTH X CONCESSION AGREEMENT \_\_\_\_\_ OTHER \_\_\_\_\_

EFFECTIVE: 8-1-87

DESCRIPTION OF PROPERTY: Ground and Building

USE: Busses/Installation and repair of equipment

MONTHLY RENTAL: \$1,750.00

RENTAL SURETY: \$1,750.00

SQ. FOOTAGE:

@ SQ/FT/YR:

DESCRIPTION OF CHANGE:

EFF. DATE OF CHANGE:

UTILITIES/ SERVICES INCLUDED IN RENT: None

RENEGOTIATION:

MAINTENANCE & REPAIR:

AMENDMENT:

ASSIGNMENT:

SUBLEASES:

CANCELLATION: 30 Day Written Notice

SPECIAL PROVISIONS/ MISC. INFO:

110 5 1987

Boeing Field  
KING COUNTY INTERNATIONAL AIRPORT  
Seattle, Washington 98108

INTERNATIONAL  
AIRPORT

### Monthly Rental Agreement

LANDLORD: King County Effective Date:  
TENANT: Municipality of Metropolitan Seattle August 1, 1987  
821 Second Avenue  
ADDRESS: Seattle, Washington 98104 Phone: 684-1371  
Attn: Matt Harris  
USE: Busses/installation and repair of equipment  
SPACE RENTED: 9220 E. Marginal Way South  
Ground and Building  
SERVICES INCLUDED: None.  
MONTHLY RENTAL: \$1,750.00 Month

This Agreement creates a tenancy from month to month, beginning with the effective date as above written. All rents payable in advance. This Agreement may be terminated upon thirty (30) days' written notice on the part of the Tenant or King County. Failure to give thirty (30) days' written notice shall render the Tenant liable for rent up to and including thirty (30) days beyond the date of cancellation of Agreement by King County. Two months' rent (\$3,500.00) payable upon inception of this Agreement. One month's rent to be a rental deposit and upon termination will apply to the last month's rent.

Failure to pay rent as specified herein renders this Agreement null and void and gives King County the right to re-enter and repossess the premises immediately and without further notice.

This Agreement is not assignable or transferable. Subletting any portion shall not be permitted without the written consent of King County.

The Tenant shall comply with all rules and regulations in force on King County International Airport (Boeing Field). Tenant agrees to comply with all applicable federal, state, county and municipal ordinances and regulations while using the premises. Tenant will pay throughout the term of this Agreement all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Tenant on the premises and all taxes on the leasehold interest created by this Agreement.

Tenant agrees to protect and save King County, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third parties on account of but not limited to personal injuries, death or damage to property arising out of the premises rented by Tenant in any way resulting from the acts or omissions of the Tenant and/or its agents, employees or representatives.

Tenant agrees to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Tenant shall obtain and maintain continuously public liability insurance and/or other insurance necessary to protect the public, with limits of public liability and property damage in the minimum amount of:

*[Handwritten signature]*  
KOW

King County International Airport  
Monthly Rental Agreement

Bodily injury liability - \$250,000 each person,  
\$1,000,000 each occurrence,  
Property damage liability - \$100,000 each occurrence;  
Or, a combined single limit bodily injury/property damage of  
\$1,000,000 each occurrence;

Such insurance shall include King County as an additional insured and shall not be reduced or cancelled without thirty (30) days written prior notice delivered to King County in advance of the effective date thereof. The Tenant shall provide a certificate of insurance to King County International Airport, or, upon written request of King County, a duplicate of the policy as evidence of insurance protection provided. Tenant at its option may self-insure all or any portion of such coverage if landlord is so advised. Tenant shall use the Space Rented for no other business or purpose other than as written above without the prior written consent of King County.

Tenant shall not erect any signs or advertising without prior written approval of King County.

The Tenant shall not improve or alter the premises in any manner without the prior written consent of King County but shall, before making any improvements or alterations, submit plans and designs therefore to King County for approval. In the event that the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by King County. Unless otherwise stipulated, all improvements or alterations erected or made on the premises shall on expiration or sooner termination of this Agreement belong to King County without compensation to tenant; provided however, that King County shall have the option, to be exercised on expiration or sooner termination of this Agreement, to require Tenant to remove any or all such improvements or alterations. If the Tenant fails substantially to make the improvements or alterations required of him by this Agreement, this Agreement shall be terminated and all rentals paid shall be forfeited to King County.

King County shall not be liable to the Tenant for claim or damages arising from any defect in the construction of or the present condition of the premises, whether known or unknown, or for damage by storm, rain or leakage.

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the ground of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. The Tenant shall be bound by the regulations of the Secretary of Transportation pertaining to non-discrimination in federally-assisted programs as delineated in 49 Code of Federal Regulations, violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the County and may result in ineligibility for further County agreements.

The acceptance of rent by King County for any period or periods after a default by Tenant will not be considered a waiver of the default unless King County gives Tenant written notice that the acceptance is a waiver. No waiver by King County of any default by Tenant will be construed to be or act as waiver of any subsequent default by the Tenant.

King County International Airport  
Monthly Rental Agreement

The foregoing conditions are mutually agreed to by the Tenant and King County.

TENANT:  
METRO

By Alan J. Gibbs  
Title Executive Director

By Bonnie Mattson  
Title Clerk of the Council

Date July 29, 1987

LANDLORD:  
County of King, State of Washington

By Jay Smith FOR:  
Title KING COUNTY EXECUTIVE

Executed on the 3rd day of  
August, 19 87

APPROVED AS TO FORM  
PROSECUTING ATTORNEY

By \_\_\_\_\_  
Title Deputy Prosecuting Attorney  
Date \_\_\_\_\_

APPROVED - AIRPORT

By Jeffrey W. Winters  
for Donald W. Smith  
Title Airport Manager  
Date 7-30-87

